

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**BRIDGING BIOSCIENCES, LLC,**

**Plaintiff,**

**v.**

**CONSTANCE ESCH; SYNCHROCELL  
REGENERATIVE TECHNOLOGIES,  
LLC, AND DAVID SHERLEY,**

**Defendants.**

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**Civil Action No. 3:23-cv-00603-E**

**Jury Trial Demanded**

**AFFIDAVIT OF FACT FROM DAVID SHERLEY**

1. I am over the age of 18 and am competent to make this sworn affidavit.
2. The facts stated in this affidavit are based on my personal knowledge, and if called upon to testify in court, I would be able to competently do so.
3. **Fact 1:** Defendant David Sherley (“Sherley”), hereby files this Affidavit in response to accusations made against Sherley, in an amended complaint filed by Bridging Biosciences, LLC (“Bridging Biosciences” or “Plaintiff”), on February 16, 2024. The Bridging Biosciences amended complaint accuses Sherley of allegedly colluding with Constance Esch (“Esch”), beginning at some point in 2022, in the “cloning” of Bridging Biosciences IT Server hosted by ServerPronto, the theft of trade secrets, and the deletion of Bridging Biosciences emails from 2018-2023. These accusations are all false, and any alleged collusion with Esch was impossible, as Sherley has had no business interactions with Esch since Sherley completed the Bridging Biosciences IT Server Migration project in April 2021. The following complaint allegations, show false accusations, occurring on dates long after business interactions between Esch and Sherley ended in April 2021:

**Allegations from Bridging Biosciences Amended Complaint filed February 16, 2024:**

**III. JURISDICTION AND VENUE**

7. This Court has personal jurisdiction over Defendant Sherley because Sherley is subject to this Court's specific jurisdiction pursuant to due process and the Texas Long Arm Statute, Tex. Civ. Prac. & Rem. Code § 17.042. As set forth herein, Sherley engaged in conduct in and directed at this Judicial District that and committed tortious acts in this Judicial District. Namely, Sherley assisted his co-Defendants in the theft of confidential and trade-secret information from a company doing business in this Judicial District. Moreover, Sherley assisted in the "cloning" of Plaintiff's servers and trade secret information kept in this Judicial District. Sherley has purposefully availed himself of the benefits of the State of Texas and the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

**Allegations from Bridging Biosciences Amended Complaint filed February 16, 2024:**

**IV. FACTUAL BACKGROUND**

42. Thereafter, Bridging Biosciences instructed Server Pronto to block Esch's access to the Databases. Stephanie Holland requested for Server Pronto to provide the Company with copies of the invoices for housing the Databases. Surprisingly, Server Pronto provided only three total invoices for services from November 2022 through January 2023, even though Bridging Biosciences had paid for Server Pronto's services for more than two years.

43. When Bridging Biosciences inquired about the discrepancy, Server Pronto informed Stephanie Holland there were in fact *two sets of servers*, and Server Pronto *duplicated the Company's servers at Esch's request three months prior.*

4. **Fact 2:** The Bridging Biosciences IT Server Migration project completed in April 2021:

Sherley, a Rochester, NY based IT Contractor by trade, met with Bridging Biosciences Tapley Holland (hereinafter “Holland”) and Esch on a December 17, 2020 Zoom Call. Bridging Biosciences Holland and Esch, who were both working at Bridging Biosciences at that time, explained to Sherley on the Zoom Call, that their IT Servers hosted by DKBIInnovative, were being held hostage by a hostile IT Contractor demanding money for IT Support. Bridging Biosciences asked Sherley to migrate everything on Bridging Biosciences IT Servers hosted by DKBIInnovative, to another IT Server hosted by ServerPronto. Sherley agreed verbally, on the Zoom Call, to migrate all content from Bridging Biosciences existing IT Servers hosted at DKBIInnovative, to an IT Server hosted by ServerPronto. Sherley completed the Bridging Biosciences IT Server Migration project, from Rochester, NY, in April 2021. Completion of the Bridging Biosciences IT Server Migration project freed Bridging Biosciences IT Servers from the hostile IT Contractor, and realized Bridging Biosciences a \$600 per month savings with the new IT Server host ServerPronto. Sherley invoiced Bridging Biosciences \$7,200 for the 120 hours needed to complete the Bridging Biosciences IT Server Migration project. Bridging Biosciences mailed Sherley 2 separate checks of \$3,600, totaling \$7,200, and settled the Bridging Biosciences IT Server Migration project as paid in full. The Bridging Biosciences IT Server Migration project completed in April 2021, was the last business interaction between Esch and Sherley.

5. **Fact 3:** Sherley has never deleted any Bridging Biosciences emails, or accessed any calendar invites, as there was no need to access anything within the Microsoft Office cloud system to complete the Bridging Biosciences IT Server Migration project. Any alleged collusion between Esch and Sherley involved in the deletion of Bridging Biosciences emails from 2018 - 2023 was impossible, as Sherley has had no business interactions with Esch since the completion of the Bridging Biosciences IT Server Migration project in April 2021. The following complaint allegations, show false accusations, occurring on dates long after business interactions between Esch and Sherley ended in April 2021:

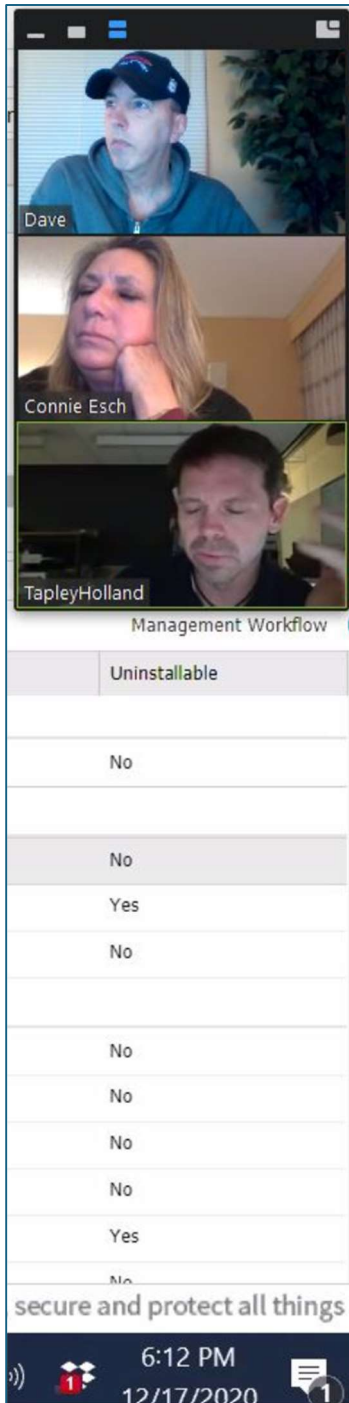
**Allegations from Bridging Biosciences Amended Complaint filed February 16, 2024:**

**IV. FACTUAL BACKGROUND**

52. When Bridging Biosciences reviewed the email traffic, it discovered that Esch and Sherley utilized Esch's global administrative access to delete virtually all of Esch's email traffic from June 2021 through her termination in February 2023.

55. With Sherley's assistance, Esch deleted her 2021-2022 email correspondence, deleted various portions of her 2018-2022 correspondence, copied the Databases and Formulas, copied the entirety of the Company's cloud-based server, rerouted the Company's sales email account to her own account, and continually monitored the Hollands' email accounts and calendar invites.

6. **Fact 4:** Proof of December 17, 2020 Zoom Call with Bridging Biosciences Holland and Esch requesting Sherley to migrate everything from Bridging Biosciences IT Servers hosted by DKBInnovative, to an IT Server hosted by ServerPronto:



7. **Fact 5:** Further proof, from the actual complaint, of Bridging Biosciences requesting Sherley to migrate everything from Bridging Biosciences IT Servers hosted by DKBInnovative, to an IT Server hosted by ServerPronto:

**Allegations from Bridging Biosciences Amended Complaint filed February 16, 2024:**

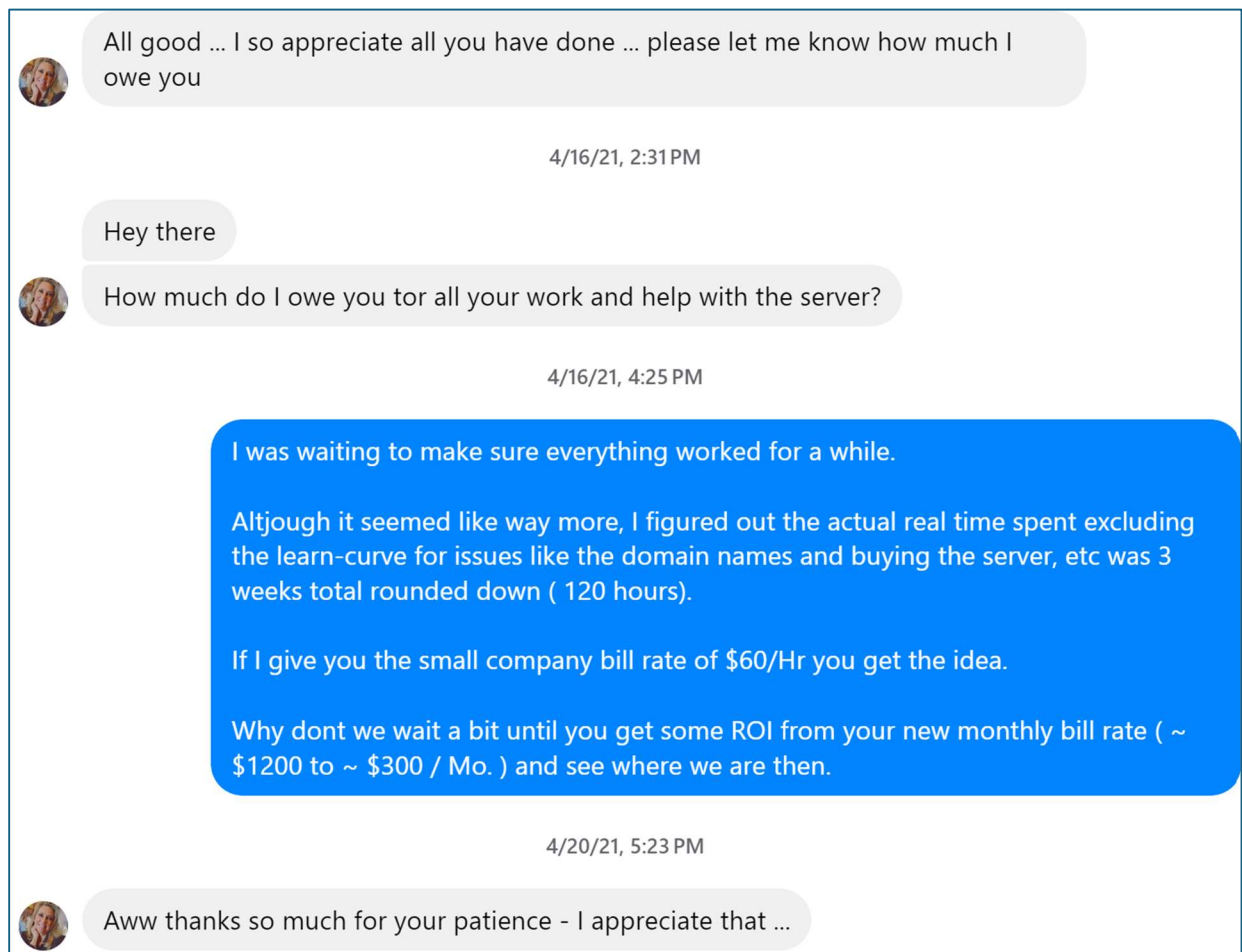
**IV. FACTUAL BACKGROUND**

33. In December 2020, Esch approached Bridging Biosciences about moving the Databases away from DKBInnovative to save the Company money. Esch claimed her longtime “friend,” David Sherley, a computer and IT services expert, could transfer the company’s Databases and servers to Server Pronto, a different third-party server and cloud hosting company. Esch claimed this migration and move would “*enhance operations*” and ultimately “*save money*” for Bridging Biosciences.

34. Relying on Esch’s recommendation as well as a vested interest in the company, Bridging Biosciences allowed Esch to migrate the Databases on behalf of Bridging Biosciences to Server Pronto. Esch requested and obtained global administrative access to Bridging Biosciences’ computer system and servers under the guise that this access was “necessary” to effectuate the migration to Server Pronto and to troubleshoot future issues with customers should the need arise.

8. **Fact 6:** Proof of completion of the Bridging Biosciences IT Server Migration project, in April 2021, by Esch, who was working at Bridging Biosciences at that time. The completion of the Bridging Biosciences IT Server Migration project was the end of any business interaction between Esch and Sherley:

Also, Proof of Sherley agreeing to delay of payment for the Bridging Biosciences IT Server Migration project completed in April 2021, to allow Bridging Biosciences to benefit from the month savings realized with the new IT Server host ServerPronto:





9. **Fact 7:** Proof of delayed invoice, based on a verbal agreement, showing services performed by Sherley to complete the Bridging Biosciences IT Server Migration project in April 2021.

Note: There is no mention of any services related to the Microsoft Office cloud system:

<b>DTS Consulting Services, LLC</b> 1000 East Avenue - Suite 201 Rochester, NY 14607 312-420-6018		<b>Invoice</b> No.: 22-0714-01 July 14, 2022
<b>Customer Address</b> Bridging Biosciences, LLC 130 N Preston Road - Suite 490 Prosper, TX 75078	<b>Billing Address</b> Bridging Biosciences, LLC 130 N Preston Road - Suite 490 Prosper, TX 75078	
<b>Customer PO</b> Verbal Agreement	<b>Payment Terms</b> Net 30	<b>Due Date</b> August 14, 2022
<b>Description</b>		<b>Amount</b>
<p><b><u>Time and Materials for migration of www.BBiosciences.com</u></b></p> <p>Server(s) migration from DKB Innovation to Server-Pronto.</p> <p>Migration of web-app(s) from DKB Innovation servers to Server-Pronto.</p> <p>Migration of 45 databases from DKB Innovation to Server-Pronto.</p> <p>Migration of domain from DKB Innovation to Server-Pronto.</p> <p>Creation of Certificate-Signing and installation of SSL-Certificate.</p> <p>10+ Hours of meetings for requirements and specifications.</p> <p><b>*** <u>Monthly</u> server cost reduced from \$959.00/Mo. to \$329.00/Mo. ***</b></p>		
<b>Total for 120 Hours at \$60.00 / Hour</b>		<b>\$7,200.00</b>

Send any questions, comments or correspondence to:  
**DTS Consulting Services, LLC**  
 1000 East Avenue - Suite 201  
 Rochester, NY 14607  
 Voice: 312-420-6018  
 Email: Dave@InstantIT.biz



10. **Fact 8:** Proof of first \$3,600 payment from Bridging Biosciences to Sherley for completion of Bridging Biosciences IT Server Migration project:

Remittance Info: Inv # 22-0714-01		JPMorgan Chase Bank, N.A.	[REDACTED]
Bridging Biosciences, LLC 6735 Salt Cedar Way, STE 300 Frisco, TX 75034 4694309020		[REDACTED]	7/20/2022
PAY TO THE ORDER OF	DTS CONSULTING SERVICES LLC		\$ 3600.00
Three Thousand Six Hundred and 00/100			DOLLARS
VOID AFTER 90 DAYS			
1,6002 DTS CONSULTING SERVICES LLC 1000 EAST AVE. SUITE 201 ROCHESTER, NY 14607		[REDACTED]	
[REDACTED]		[REDACTED]	

11. **Fact 9:** Proof of second \$3,600 payment from Bridging Biosciences to Sherley totaling \$7,200 for completion of Bridging Biosciences IT Server Migration project and settling the Bridging Biosciences IT Server Migration project as paid in full:

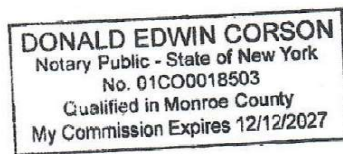
Remittance Info: Inv #N/A		JPMorgan Chase Bank, N.A.	[REDACTED]
Bridging Biosciences, LLC 6735 Salt Cedar Way, STE 300 Frisco, TX 75034 4694309020		[REDACTED]	11/22/2022
PAY TO THE ORDER OF	DTS CONSULTING SERVICES LLC		\$ 3600.00
Three Thousand Six Hundred and 00/100			DOLLARS
VOID AFTER 90 DAYS			
2,3155 DTS CONSULTING SERVICES LLC 1000 EAST AVE. SUITE 201 ROCHESTER, NY 14607		[REDACTED]	
[REDACTED]		[REDACTED]	

I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

*David Sherley*  
David Sherley

Sworn to and subscribed before me this 22<sup>nd</sup> day of April, 24

*Donald E Corson*



Dated: April 22, 2024

Respectfully submitted,

By: David Sherley  
David Sherley  
Filing Pro Se  
1000 East Avenue #201  
Rochester, NY 14607  
E-mail: DSherley@GMail.com  
Telephone: (312) 420-6018

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this day I electronically filed the foregoing with the Clerk of the Court using the e-filing portal which will notify all Parties of record.

Respectfully submitted,

By: David Sherley  
David Sherley  
Filing Pro Se  
1000 East Avenue #201  
Rochester, NY 14607  
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Telephone: (312) 420-6018